

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	C.A. NO. 2016-CP-23-_____
)	
Howard W. Catledge, Jr.,)	
)	
Plaintiff,)	
)	
vs.)	SUMMONS
)	
Life Insurance Company)	
of North America,)	
)	
Defendants.)	
_____)	

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is attached hereto and herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber at **1225 South Church Street, Greenville, South Carolina 29605**, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer, appear or defend, the Plaintiffs will apply to the Court for the relief demanded in the Complaint and judgment will be taken against you by default.

Respectfully Submitted,

____s/John R. Peace_____
 John Robert Peace, Esq.
 PO Box 8087
 Greenville, SC 29604-8087
 Ph: (864) 298-0500

August 25, 2016

Attorney for Plaintiffs Howard W. Catledge, Jr.

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	C.A. NO. 2016-CP-23-_____
Howard W. Catledge, Jr.)	
)	
Plaintiffs,)	
)	COMPLAINT
vs.)	
)	
Life Insurance Company)	
of North America,)	
)	
Defendant.)	
_____)	

Plaintiff Howard Catledge, by and through his undersigned counsel, complaining of the above-named Defendants would respectfully show unto this Honorable Court the following:

PARTIES AND JURISDICTION

1. Plaintiff Howard W. Catledge, Jr. is the husband of the late Lillie Ruth Catledge.
2. Prior to her death, Lillie Ruth Catledge was an employee of Delhaize America.
3. Upon information and belief, Defendant Delhaize America and Affiliates (hereinafter "Delhaize America") is a corporation, organized and existing pursuant to the laws of one of the United States.
4. Upon information and belief, Delhaize America established a Plan of group life insurance coverage for the benefit of its employees, which provides "Accidental Death and Dismemberment" (hereinafter AD&D) coverage.
5. Upon information and belief, Defendant Delhaize America purchased a group life insurance policy from Defendant Life Insurance Company of North America (hereinafter "LINA") to fund group life plan benefits.

6. Plaintiff's decedent Lillie Ruth Catledge was a Group Life Insurance Benefit Plan Participant enrolled for AD&D coverage in the amount of twenty thousand dollars (\$20,000.00).
7. Prior to his death, Lillie Ruth Catledge designated husband Howard Catledge, Jr., as sole beneficiary for AD&D and life benefits under Delhaize America group life plan.
8. This court has jurisdiction to hear this matter pursuant to ERISA, 29 U.S.C. § 1132(e).

GENERAL ALLEGATIONS

9. All other allegations contained herein, to the extent that they are not inconsistent herewith, are incorporated by reference.
10. On November 14, 2012, Lillie Ruth Catledge had outpatient surgery for a facelift in Charlotte, North Carolina.
11. After the surgery, Plaintiff took Lillie Ruth Catledge to the Country Motor Suites to spend the night, so that she could follow up with her surgeon the next day.
12. On November 16, 2012, Lillie Ruth Catledge passed away due to benzodiazepine and opiate toxicity which caused severe respiratory depression and an anoxic brain injury.
13. Plaintiff Howard Catledge submitted a claim for AD&D benefits under the terms of Delhaize America's group life plan.
14. On July 11, 2013, Defendant LINA denied Howard Catledge claim for AD&D benefits arising from the death of his father Lillie Ruth Catledge.
15. On July 24, 2013, Plaintiff timely appealed the denial decision.
16. On March 10, 2014, Defendant LINA denied Plaintiff's appeal.
17. Plaintiff has exhausted his administrative remedies under ERISA and under the terms of

the Life Plan document.

FOR A FIRST CAUSE OF ACTION
Claim for Benefits Pursuant to 29 U.S.C. § 1132(a)(1)(B)

18. Plaintiffs re-incorporate all other allegations herein, where not inconsistent, as if fully set forth herein.
19. Plaintiff is informed and believes that his AD&D claim is properly payable under the terms of the Life Plan.
20. Plaintiff seeks to recover AD&D benefits due him under the terms of the plan and to enforce his rights under the terms of the plan pursuant to 29 U.S.C.S. § 1132(a)(1)(B).

WHEREFORE, having fully stated his Complaint against the Defendants, Plaintiff

Howard Catledge respectfully prays for the following:

- (A) that the Court order the Defendants to pay Plaintiff Howard Catledge the twenty thousand dollars (\$20,000) in AD&D benefits, plus the legal rate of interest on the AD&D benefit that has accrued since the date of Lillie Ruth Catledge's death; and
- (B) that the Court award such other relief as it deems just and proper including attorneys fees and costs, pursuant to 29 U.S.C. §1132(g)(1).

Respectfully Submitted:

s/John R. Peace
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August 25, 2016